

1 KARL P. SCHLECHT (SBN 182294)
2 ERIK S. VELIE (SBN 252446)
3 ELI A. GORDON (SBN 252823)
4 KIMBALL, TIREY & ST. JOHN, LLP
5 555 South Flower Street, Suite 3400
6 Los Angeles, California 90071
7 Phone: (213) 337-0050
8 Fax: (213) 929-2212

9 Attorneys for Defendant,
10 INTEGRITY APARTMENTS, LLC

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CANDACE BARFIELD, an
individual, ADAM BUTLER, an
individual, O.B., a minor by and
through her guardian ad litem, ALAN
BARFIELD,

Plaintiff,

vs.

INTEGRITY APARTMENTS, LLC;
and DOES 1 thru 10, inclusive,

Defendant.

Case No.: 2:15-cv-08888-GHK (AFMx)

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
 3 proprietary, or private information for which special protection from public
 4 disclosure and from use for any purpose other than prosecuting this litigation may
 5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
 6 enter the following Stipulated Protective Order. The parties acknowledge that this
 7 Order does not confer blanket protections on all disclosures or responses to
 8 discovery and that the protection it affords from public disclosure and use extends
 9 only to the limited information or items that are entitled to confidential treatment
 10 under the applicable legal principles. The parties further acknowledge, as set forth
 11 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
 12 file confidential information under seal; Civil Local Rule 79-5 sets forth the
 13 procedures that must be followed and the standards that will be applied when a
 14 party seeks permission from the court to file material under seal.

15 B. GOOD CAUSE STATEMENT

16 This action will likely involve the disclosure of private information regarding
 17 past, current and future residents of an apartment building which is the subject of
 18 this action. Such information may include social security numbers, banking
 19 information, telephone numbers, current and past addresses, names of tenants and
 20 their children and other personal non-public information. The information listed
 21 above is generally unavailable to the public and may furthermore be protected from
 22 disclosure under state and or federal statutes, court rules, case decisions, or
 23 common law. Accordingly, to expedite the flow of information, to facilitate the
 24 prompt resolution of disputes over confidentiality of discovery materials, to
 25 adequately protect information the parties are entitled to keep confidential, to
 26 ensure that the parties are permitted reasonable necessary uses of such material in
 27 preparation for an in the conduct of trial, to address their handling at the end of the
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1 litigation, and serve the ends of justice, a protective order for such information is
2 justified in this matter. It is the intent of the parties that information will not be
3 designed as confidential for tactical reasons and that nothing be so designated
4 without a good faith belief that it has been maintained in a confidential, non-public
5 manner, and there is good cause why it should not be part of the public record in
6 this case.

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8 2. **DEFINITIONS**

9 2.1 **Action**: this pending federal law suit.

10 2.2 **Challenging Party**: a Party or Non-Party that challenges the designation
11 of information or items under this Order.

12 2.3 **“CONFIDENTIAL” Information or Items**: information (regardless of
13 how it is generated, stored or maintained) or tangible things that qualify for
14 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
15 the Good Cause Statement.

16 2.4 **Counsel**: Outside Counsel of Record and House Counsel (as well as their
17 support staff).

18 2.5 **Designating Party**: a Party or Non-Party that designates information or
19 items that it produces in disclosures or in responses to discovery as
20 “CONFIDENTIAL.”

21 2.6 **Disclosure or Discovery Material**: all items or information, regardless of
22 the medium or manner in which it is generated, stored, or maintained (including,
23 among other things, testimony, transcripts, and tangible things), that are produced
24 or generated in disclosures or responses to discovery in this matter.

25 2.7 **Expert**: a person with specialized knowledge or experience in a matter
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as
27 an expert witness or as a consultant in this Action.

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2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

2.11 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or

1 compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the
4 trial judge. This Order does not govern the use of Protected Material at trial.

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6 **4. DURATION**

7 Even after final disposition of this litigation, the confidentiality obligations
8 imposed by this Order shall remain in effect until a Designating Party agrees
9 otherwise in writing or a court order otherwise directs. Final disposition shall be
10 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
11 with or without prejudice; and (2) final judgment herein after the completion and
12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
13 including the time limits for filing any motions or applications for extension of
14 time pursuant to applicable law.

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16 **5. DESIGNATING PROTECTED MATERIAL**

17 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**
18 Each Party or Non-Party that designates information or items for protection under
19 this Order must take care to limit any such designation to specific material that
20 qualifies under the appropriate standards. The Designating Party must designate
21 for protection only those parts of material, documents, items, or oral or written
22 communications that qualify so that other portions of the material, documents,
23 items, or communications for which protection is not warranted are not swept
24 unjustifiably within the ambit of this Order.

25 Mass, indiscriminate, or routinized designations are prohibited.
26 Designations that are shown to be clearly unjustified or that have been made for
27 an improper purpose (e.g., to unnecessarily encumber the case development

1 process or to impose unnecessary expenses and burdens on other parties) may
2 expose the Designating Party to sanctions.

3 If it comes to a Designating Party's attention that information or items that
4 it designated for protection do not qualify for protection, that Designating Party
5 must promptly notify all other Parties that it is withdrawing the inapplicable
6 designation.

7 5.2 Manner and Timing of Designations. Except as otherwise provided in
8 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
9 stipulated or ordered, Disclosure or Discovery Material that qualifies for
10 protection under this Order must be clearly so designated before the material is
11 disclosed or produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or electronic
14 documents, but excluding transcripts of depositions or other pretrial or trial
15 proceedings), that the Producing Party affix at a minimum, the legend
16 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
17 contains protected material. If only a portion or portions of the material on a page
18 qualifies for protection, the Producing Party also must clearly identify the
19 protected portion(s) (e.g., by making appropriate markings in the margins).

20 A Party or Non-Party that makes original documents available for
21 inspection need not designate them for protection until after the inspecting Party
22 has indicated which documents it would like copied and produced. During the
23 inspection and before the designation, all of the material made available for
24 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
25 identified the documents it wants copied and produced, the Producing Party must
26 determine which documents, or portions thereof, qualify for protection under this
27 Order. Then, before producing the specified documents, the Producing Party must

1 affix the “CONFIDENTIAL legend” to each page that contains Protected
 2 Material. If only a portion or portions of the material on a page qualifies for
 3 protection, the Producing Party also must clearly identify the protected portion(s)
 4 (e.g., by making appropriate markings in the margins).

5 (b) for testimony given in depositions that the Designating Party identify
 6 the Disclosure or Discovery Material on the record, before the close of the
 7 deposition all protected testimony.

8 (c) for information produced in some form other than documentary and for
 9 any other tangible items, that the Producing Party affix in a prominent place on the
 10 exterior of the container or containers in which the information is stored the legend
 11 “CONFIDENTIAL.” If only a portion or portions of the information warrants
 12 protection, the Producing Party, to the extent practicable, shall identify the
 13 protected portion(s).

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 15 failure to designate qualified information or items does not, standing alone, waive
 16 the Designating Party’s right to secure protection under this Order for such
 17 material. Upon timely correction of a designation, the Receiving Party must make
 18 reasonable efforts to assure that the material is treated in accordance with the
 19 provisions of this Order.

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 22 designation of confidentiality at any time that is consistent with the Court’s
 23 Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 25 resolution process under Local Rule 37.1 et seq.

26 6.3 The burden of persuasion in any such challenge proceeding shall be on
 27 the Designating Party. Frivolous challenges, and those made for an improper

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1 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
 2 parties) may expose the Challenging Party to sanctions. Unless the Designating
 3 Party has waived or withdrawn the confidentiality designation, all parties shall
 4 continue to afford the material in question the level of protection to which it is
 5 entitled under the Producing Party's designation until the Court rules on the
 6 challenge.

7 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

8 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 9 disclosed or produced by another Party or by a Non-Party in connection with this
 10 Action only for prosecuting, defending, or attempting to settle this Action. Such
 11 Protected Material may be disclosed only to the categories of persons and under the
 12 conditions described in this Order. When the Action has been terminated, a
 13 Receiving Party must comply with the provisions of section 13 below (FINAL
 14 DISPOSITION).

15 Protected Material must be stored and maintained by a Receiving Party at a
 16 location and in a secure manner that ensures that access is limited to the persons
 17 authorized under this Order.

18 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
 19 otherwise ordered by the court or permitted in writing by the Designating Party, a
 20 Receiving Party may disclose any information or item designated
 21 “CONFIDENTIAL” only to:

22 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
 23 as employees of said Outside Counsel of Record to whom it is reasonably necessary
 24 to disclose the information for this Action;

25 (b) the officers, directors, and employees (including House Counsel) of the
 26 Receiving Party to whom disclosure is reasonably necessary for this Action;

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- (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- (d) the court and its personnel;
- (e) court reporters and their staff;
- (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- (g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and
- (i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL

1 When a Producing Party gives notice to Receiving Parties that certain
 2 inadvertently produced material is subject to a claim of privilege or other
 3 protection, the obligations of the Receiving Parties are those set forth in Federal
 4 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 5 whatever procedure may be established in an e-discovery order that provides for
 6 production without prior privilege review. Pursuant to Federal Rule of Evidence
 7 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
 8 of a communication or information covered by the attorney-client privilege or work
 9 product protection, the parties may incorporate their agreement in the stipulated
 10 protective order submitted to the court.

11 12. MISCELLANEOUS

12 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 13 person to seek its modification by the Court in the future.

14 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 15 Protective Order no Party waives any right it otherwise would have to object to
 16 disclosing or producing any information or item on any ground not addressed in
 17 this Stipulated Protective Order. Similarly, no Party waives any right to object on
 18 any ground to use in evidence of any of the material covered by this Protective
 19 Order.

20 12.3 Filing Protected Material. A Party that seeks to file under seal any
 21 Protected Material must comply with Civil Local Rule 79-5. Protected Material
 22 may only be filed under seal pursuant to a court order authorizing the sealing of
 23 the specific Protected Material at issue. If a Party's request to file Protected
 24 Material under seal is denied by the court, then the Receiving Party may file the
 25 information in the public record unless otherwise instructed by the court.

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13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

1 DATED: January 6, 2016

LAW OFFICES OF CRAIG P. FAGAN

2 By: /s/Craig P. Fagan

3 Craig P. Fagan
4 Attorneys for Plaintiff

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7 DATED: January 6, 2016

KIMBALL, TIREY & ST. JOHN LLP

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9 By: /s/Eli A. Gordon

10 Eli A. Gordon
11 Attorneys for Defendant

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14 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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16 DATED: 1/6/2016

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18 _____
19 Alexander F. MacKinnon
20 United States Magistrate Judge

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1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury
5 that I have read in its entirety and understand the Stipulated Protective Order that
6 was issued by the United States District Court for the Central District of California
7 on [date] in the case of *Candace Barfield, et al v. Integrity Apartments, LLC, et al.*;
8 2:15-cv-08888-GHK (AFMx). I agree to comply with and to be bound by all the
9 terms of this Stipulated Protective Order and I understand and acknowledge that
10 failure to so comply could expose me to sanctions and punishment in the nature of
11 contempt. I solemnly promise that I will not disclose in any manner any
12 information or item that is subject to this Stipulated Protective Order to any person
13 or entity except in strict compliance with the provisions of this Order. I further
14 agree to submit to the jurisdiction of the United States District Court for the Central
15 District of California for the purpose of enforcing the terms of this Stipulated
16 Protective Order, even if such enforcement proceedings occur after termination of
17 this action. I hereby appoint _____ [print or type full
18 name] of _____ [print or type full
19 address and telephone number] as my California agent for service of process in
20 connection with this action or any proceedings related to enforcement of this
21 Stipulated Protective Order.

22 Date: _____

23 City and State where sworn and signed: _____

25 Printed name: _____

27 Signature: _____

PROOF OF SERVICE

I, Tatiana Harris, declare:

I am, and was at the time of service of the papers herein referred to, over the age of eighteen (18) years, and not a party to the within action. I am employed in the County of Los Angeles, California, in which county the within-mentioned mailing occurred. My business address is 555 South Flower Street, Suite 3400, Los Angeles, CA 90071.

On January 6, 2016, I served the following document(s):

[PROPOSED] STIPULATED PROTECTIVE ORDER

on the following parties:

Craig P. Fagan, Esq.

LAW OFFICES OF CRAIG P.

FAGAN

6320 Raydel Court

San Diego, CA 92120

Email: cpfagan@faganlegal.com

(BY MAIL) I placed a true and correct copy of the document(s) in a sealed envelope addressed as follows and I caused the envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

XX **(BY ELECTRONIC SERVICE)** I caused such document(s) to be electronically served through NEF to the above electronic notification addresses. The file transmission was reported as complete and a copy of the "NEF Filing Receipt" page will be maintained with the original document(s) in our office.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on January 6, 2016, at Los Angeles, California.

By: /s/ Tatiana Harris

Tatiana Harris